

6124

**CAP PUBLIC AFFAIRS
INDEPENDENT CONTRACTOR AGREEMENT
PROGRESSIVE ANGOLA, INC.**

This Independent Contractor Agreement is made effective as of February 2, 2012, by and between CAP Public Affairs (hereafter known as "Consultant" or "CAP Public Affairs") and Progressive Angola, Inc. (hereafter known as "Progressive Angola") for professional services.

1. Independent Contractor

A. Legal Status. It is the express intention of both parties that the Consultant shall remain an independent contractor and not an employee of Progressive Angola. Unless formally agreed in a separate written agreement, nothing in this Agreement or the course of conduct of the parties shall be interpreted as creating an employer/employee relationship.

B. Liability. Consultant agrees to assume exclusive liability for any and all taxes, assessment, levies or fines which may be deemed owed by it, or to any employee or contractor of Consultant as a result of performance of Services pursuant to this Agreement.

C. Taxes, Etc. It is understood and agreed that Progressive Angola will not be responsible for the payment or withholding of federal, state, and/or local taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workman's compensation benefits, and other similar personnel costs incurred by Consultant in connection with this Agreement.

2. Duties and Term

2.1 Duties. During the term of this agreement, James C. Anderson (hereafter known as "Anderson") of CAP Public Affairs shall be expected to oversee all aspects of Progressive Angola, including but not limited to managing Progressive Angola's vendors and consultants, fundraising, implementing Progressive Angola's strategies and activities, serving as primary spokesman for Progressive Angola, and developing and implementing Progressive Angola's public relations plans.

2.2 Term. The term of this agreement shall commence on February 2, 2012. The Parties may terminate this Agreement upon 30 days written notice. The Termination Date shall not affect Consultant's right to payment of any amount earned prior to termination and due under Section 3 of this Agreement.

3. Compensation and Expenses

3.1 Compensation. Progress for Angola agrees to pay Consultant, as compensation for services rendered, a total of \$520,750; to be paid quarterly in the amount of \$130,187.50 per quarter.

3.2 Expenses. Progressive Angola agrees to reimburse Consultant for all reasonable expenses incurred in performing his duties.

4. Compliance Responsibilities

Consultant represents to Progressive Angola that it is knowledgeable of Progressive Angola's potential compliance and legal obligations pursuant to Section 501(c)(4) of the Internal Revenue Code, and the Foreign Agent Registration Act, and agrees to comply with all applicable laws in respect to the performance of the Services under this Agreement and to consult with Progressive Angola's legal counsel in the event Consultant has questions regarding the application of any provision of Federal law to the Consultant's Services for Progressive Angola.

5. Indemnification

Consultant shall indemnify and hold Progressive Angola, its employees, directors, officers, agents, and volunteers harmless against and from any and all claims, demands, liabilities, actions, damages, costs, and expenses related thereto (including attorneys' fees, court costs, and other expenses of litigation) and all damages and liabilities of any kind or nature whatever, arising out of or attributable to Consultant's negligent performance or nonperformance under the terms of this Agreement.

6. Confidentiality; Return of Progressive Angola Materials

6.1 Confidential and Proprietary Information. All matters between the Parties, including but not limited to the provisions of this Agreement; Progressive Angola's mailing or donor lists; individual contribution histories; polling data; financial reports; research; solicitation materials or techniques; and any other materials or methodologies which Consultant may come in contact with and/or which are received from or through Progressive Angola, its employees or agents, ("the Materials") are, were and shall remain the proprietary and confidential property of Progressive Angola and shall not be transferred, communicated or delivered to any third party, whether or not for compensation, without the prior express written consent of Progressive Angola.

6.2 Return of the Materials. Upon the termination or expiration of this Agreement, Consultant agrees to return to Progressive Angola the Materials, and all copies thereof, and to retain no copies thereof.

7. Conflict of Interest

Consultant agrees to notify Progressive Angola of any existing or potential conflicts of interest related to services provided under this Agreement. Consultant represents that Consultant's prior work presents neither the actuality nor the appearance of any such conflicts.

8. Ownership of Materials

8.1 Progressive Angola Exclusive Ownership. Absent any explicit written agreement to the contrary which has been executed between Consultant and Progressive Angola, signed by an authorized representative of Progressive Angola, and appended hereto, Progressive Angola retains and reserves the rights of exclusive ownership and use of any copy, product, publication, or any facsimile thereof which may result from Consultant's creativity, except for pre-existing materials purchased by Consultant for Progressive Angola. Consultant and Progressive Angola agree that the work described in Section 2 will be considered a "work for hire" for the purpose of the United States Copyright law, 17 U.S.C. § 101 *et seq.* and that, accordingly, Progressive Angola is the owner of all copyright rights in the work. Consultant hereby assigns any and all property and exclusive ownership rights in Consultant's work to Progressive Angola.

9. Choice of Law

Progressive Angola and Consultant agree that the terms of this Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

10. Attorneys' Fees

In the event either party must bring suit for any reason under this Agreement, the prevailing party shall be entitled to recover from the other party all costs of such suit, including reasonable attorneys' fees.

11. Headings

The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

12. Severability

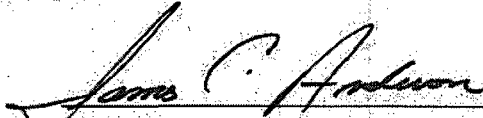
If any of the terms or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates noted by each below. This Agreement may be executed in one or more counterparts, all of which, taken together, shall constitute a single executed original.

CAP PUBLIC AFFAIRS

BY: James C. Anderson

SIGNATURE:



DATE:

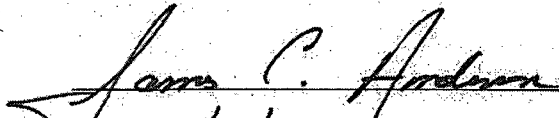


PROGRESSIVE ANGOLA, INC.

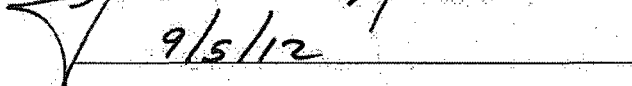
BY:

JAMES C. ANDERSON

SIGNATURE:



DATE:



ADDENDUM

INDEPENDENT CONTRACTOR CONFIDENTIALITY PLEDGE

I, JAMES ANDERSON, affirm that during the term of my Agreement to provide services to Progressive Angola, Inc. ("Progressive Angola"), I may become aware of or familiar with confidential or proprietary materials or information, and I agree that I shall not share such materials or information with any outside individuals whatsoever unless granted explicit permission by Progressive Angola. "Confidential or proprietary materials or information" shall include but not be limited to donor lists, fundraising totals, fundraising goals, and overall strategy, as well as all services performed or requested under this Independent Contractor Agreement.

I understand that all materials or information I view, read, examine or assemble during the term of my Agreement to provide services to Progressive Angola, whether or not I participate in the construction of such materials or information, are and shall remain the intellectual property of Progressive Angola.

I understand that if I fail to abide by these policies, Progressive Angola, and its officers reserve the right to pursue any and all permissible avenues of legal action against me.

Signature: _____

James C. Anderson

Date: _____

9/5/12

Name (print): _____

JAMES C. ANDERSON